

DECLARATION OF DEDICATION AND RESTRICTIONS

This Declaration made and entered into this 30th day of December, 1977, by James W. Click Sr. and Alice L. Click, his wife, the Grantors herein, to present and future owners for their use and benefit of the real estate described herein and to their respective heirs, successors and assigns.

The Protective Restrictions hereinafter set forth shall apply to all of those land areas located in Sections 23, 24, 25, and 26, Township 43 North, Range 3 East, Jefferson County, Missouri, described as follows:

All that part of the Southeast quarter of the Southeast quarter of Section 23 that lies East of Wilderness Road (including the right of way of Wilderness Road);
All of the Southwest fractional quarter of Section 24;
The West half of the Northwest quarter of Section 25; and
Part of Section 26 described as beginning at the Northeast corner of said section; thence South 1,637 feet to a point; thence North 35 3/4 degrees West 278 feet; thence North 21 degrees West 260 feet; thence North 42 degrees West 196 feet; thence North 28 3/4 degrees West 273 feet; thence North 25 degrees West 293 feet; thence North 24 1/4 degrees West 176 fence North 22 1/2 degrees West 189 feet; thence North 43 1/4 degrees West 216 feet to a point on the North line of said Section 26; thence East 953 feet to the place of beginning. (Changed by Amendment 4 - Click property sale)

PROTECTIVE RESTRICTIONS

The above described real estate shall be subject to the following protective restrictions, to-wit:

1. The area is hereby designated as residential. Commercial enterprises are not permitted unless seventy-five percent (75%) of all the owners therein agree in writing to such an enterprise.
2. The land subject hereto in addition to being residential shall also be a "wildlife sanctuary" and it shall be a violation of this Indenture to use or permit the use of firearms or explosives, except that explosives may be used, if needed, for construction purposes provided precautionary measures are employed to protect the person and property of others.
3. All dwelling units shall be single family in nature and shall have a solid continuous foundation of poured concrete, concrete blocks, stones, or bricks. The exterior of all structures shall be of new materials, except that used stone or brick may be used. Each residence shall have a livable heated area of not less than 1200 square feet of which no less that 800 square feet shall be on the ground or main floor level. Temporary living quarters shall not at any time be set up in the basement of an unfinished dwelling or in any structure other than the residence.
4. Sanitary disposal units for sewage shall be installed prior to any residence being occupied and same shall be in accordance with Jefferson County Health Department requirements and such units

shall be maintained so that they operate in an effective and efficient manner.

5. No part of any residence or other structure including porch, carport or other appendage shall be constructed closer than 10 feet to any property line and shall be at least 50 feet from any road right of way line. The exterior of all structures as well as the land shall be kept in a neat and orderly condition.
6. Mobile homes, house trailers or other readily movable residential type structures are not to be used as residences nor are they to be stored in the area. Recreational vehicles may be stored (not to exceed one per property owner) provided same are maintained so as not to be unsightly.
7. Garbage, rubbish, bottles, cans or other discarded or deleterious substance shall not be allowed to accumulate, nor shall they be dumped anywhere on the real estate subject to this declaration. Automobiles or other old machines not in service shall be removed from the area.
8. Fences erected within 200 feet of a roadway shall be decorative in nature.
9. Horses may be kept on tracts of two (2) acres or more in size provided adequate stable space is constructed and there are no obnoxious or offensive odors or noises therefrom. Other than horses, animals are not permitted except for the usual kind and number of domestic pets customarily found in single family residences. Any animals creating a nuisance or being dangerous to the public shall be removed from the area.
10. No obnoxious or offensive type activity which may be an annoyance in a residential neighborhood shall be permitted, nor shall commercial type vehicles be regularly parked in the area. Grass and weeds shall not be allowed to grow uncontrolled whereby unsightly or unsafe conditions might exist.
11. No grantee or successor in title shall subdivide or convey any parcel which has less than two (2) acres of land area unless same shall be conveyed to an adjoining owner.

DEDICATIONS AND RESERVATIONS

For good and valuable considerations acknowledged, the roadways as shown on Survey Plat recorded in Plat Book 70 pages 28-29 of the Jefferson County records are hereby dedicated to the present and future owners of any all tracts of land within the boundaries of the land area heretofore described, subject to the following reservations and conditions:

1. Owners and their guests, public safety officials, utility company personnel, and the grantors herein, their successors, and assigns shall have the right of ingress and egress on said roads.

2. The grantors herein, their successors and assigns, shall have the right to use and to grant additional easements on or over the said roadways to any and all public utility companies provided the granting of such easements is for the installation and maintenance of local service lines only.
3. The grantors herein, their successors and assigns, reserve the right to grant easements for ingress and egress on said roadways to owners of other lands provided such easements granted shall obligate the owners of land served to be responsible for the same road maintenance assessments as the owners of property located within the boundaries of the land area covered by this indenture.
4. Owners through a Board of Supervisors, as hereinafter delineated, shall be responsible for the maintenance of said roadways.
5. The grantors herein, their successors and assigns, shall have the right to extend the roadways shown on aforesaid Survey Plat and to add additional roadways within the land area covered by this indenture.

BOARD OF SUPERVISORS

A Board of Supervisors is hereby established and it shall have the same rights, privileges and benefits accorded the grantors herein and the following provisions are hereby set forth as to selection of members thereto, their powers and duties, and the assessments that may be made. This Board is established for the benefit of the land owners within the land area described on page 1 of this indenture and others who by easement have license to use the roadways afore mentioned.

1. The Board shall be composed of five (5) members, three of whom must be owners of land within the area described on page 1. The term of office shall be for one (1) year on a calendar year basis. The board members shall elect from their number a Chairman and a Secretary-Treasurer. The Secretary-Treasurer shall keep records of all board meetings, maintain other necessary records and pay expenditures authorized by the board. Compensation may be paid the Secretary-Treasurer for work performed.
2. The first Board of Supervisors shall be appointed by the Grantors herein, their successors or assigns, and same shall be appointed when ninety (90) per cent of the land area covered by this indenture has been conveyed by Grantors to individual ownerships or on January 1, 1981, whichever occurs first. This appointed board shall serve for one year plus the remainder of the year in which they are appointed.
3. Members of the board shall be elected by owners of record during the month of November of each year, beginning one year after the

first board is appointed. The election shall be held at a meeting called for that purpose by the board with a notice being sent by mail to each owner of record to his last known address at least ten (10) days prior to the date set for the meeting. Said notice shall state the purpose of the meeting, date, time, and place meeting is to be held and stipulate that the owner may vote by proxy if he so wishes. Meetings shall be held in Jefferson County, Missouri, at a place not more than five (5) miles distant from the center of the area covered by this indenture. Each owner shall be entitled to one vote and the majority of the owners attending in person or by proxy shall be empowered to elect members to the Board and to conduct such other business as was stipulated in the notice of the meeting.

4. Whenever a Board member resigns, refuses to act, no longer is eligible, becomes disabled or dies, the remaining members shall appoint a successor to complete that term.
5. The Board is empowered to make annual assessments to each owner for the purpose of maintaining roadways and doing other essential maintenance or improvements an amount not to exceed \$50.00 per calendar year. Any special assessments for road improvements or other purpose may only be made by vote of the majority of the owners present at a called meeting, with the same provisions applying as outlined in paragraph 3 of this section, except that the meeting need not be held in the month of November and proxies are not valid. (Paragraph five was replaced by Amendment 1 - Book 383 Page 1661.)
6. Notice of any and all assessments (annual or special) shall be sent to record owners by mail, postage prepaid, to their last known address. Annual assessments, if levied, shall be on a calendar year basis and be due and payable on January 1st and delinquent on April 1st. Special assessments, if voted, shall be due and payable as provided for in the motion voted upon to set up said assessment, however same shall in no case be delinquent sooner than ninety (90) days after due notice of said assessment has been mailed as above provided. Any and all assessments not paid as herein set forth shall bear interest at ten (10) per cent per annum and shall constitute a lien upon the property until paid in full.
7. The Board is empowered to enter into contracts for the maintenance of roadways and for other improvements it might deem necessary or advisable provided the money needed to pay for same is on deposit in its bank-account. (Paragraph seven was replaced by Amendment 2 - Book 466 Page 235.)

GENERAL PROVISIONS

The Grantors, herein, their successors or assigns, may by addendum add additional lands and or easements to this indenture.

Each Grantee, by the acceptance of a deed of conveyance, accepts the same, subject to all of the conditions, restrictions, covenants and other provisions contained herein and the same - shall run with the land and be binding on all parties and all persons claiming under them, as though the same were recited and stipulated at length in each and every deed of conveyance.

Upon the violation Of any of the restrictions, conditions, covenants and other provisions contained herein, the Grantors, their successors or assigns, shall have the right to enter onto the land upon which the violation exists-and to summarily abate and remove the same at the expense of the owner thereof, any structure, thing or condition that may be contrary to the intent and meaning of the provisions hereof, and the said Grantors, their successors or assigns, or their agents, shall not be deemed guilty of any manner of trespass; or the continuance of any breach may be enjoined, abated or remedied by appropriate legal proceedings, either in law or equity.

None of the provisions imposed hereby shall be abrogated or waived by any failure to enforce-any of the provisions hereof. no matter how many violations or breaches may have occurred. The invalidity of any of the provisions herein shall not impair or affect in any manner the validity of the remaining provisions on this declaration.

This Declaration, in whole or part, with the exception of that part pertaining to "Dedications and Reservations' may be amended or modified upon the action of seventy-five (75) per cent of the owners of land within the area described on page 1 of this indenture together with the owners of any lands added by addendum. If amended or modified, same shall not be in effect until recorded in the office of the Recorder of Deeds of Jefferson County, Missouri.

This Declaration of Dedication and Restrictions, unless sooner terminated, amended or modified in accordance with the preceding Paragraph, shall be in full force and effect until January 1, 2000 and may then be extended by the action of seventy-five (75) per cent of the then owners of record by filing such instrument with the Jefferson County, Missouri Recorder of Deeds. (That part of this indenture pertaining to "Dedications and Reservations" does not terminate, it is in perpetuity.)

IN WITNESS WHEREOF, James W. Click, Sr. and Alice L. Click, his wife, have caused these presents to be executed the day and year first above written.

FILED FOR RECORD AT 1:40 O'CLOCK P.M.
MAR 21 1978
RICHARD KING, REC.

James W. Click, Sr.
James W. Click, Sr.

Alice L. Click
Alice L. Click

STATE OF MISSOURI)
County of St. Louis) ss. On this 30th day of December, 1977
before me personally appeared James W. Click, Sr. and Alice L. Click, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.
My term expires Jan. 12, 1980.
H. D. McFarland
Notary Public